BILL NO. S-94-03-27 (AS AMENDED)

SPECIAL ORDINANCE NO. S-15-94

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, APPROVING THE LEASING OF PUBLIC SAFETY COMMUNICATIONS EQUIPMENT, CALLING A PUBLIC HEARING WITH RESPECT THERETO, AND TAKING OTHER ACTION REGARDING THE PROPOSED LEASE.

WHEREAS, a petition in counterparts has been filed by more than fifty taxpaying citizens of the City of Fort Wayne, Indiana, with the Common Council of the City requesting the City to enter into a lease for a telecommunications system to serve residents of the City; and

WHEREAS, such petition has been carefully considered and investigations have been conducted by this Common Council and this Council has found said petition to be in due form and to comply with the requirements of Indiana Code 36-1-10; and

WHEREAS, a need exists for such telecommunications system, described as follows:

INTERNAL WIRING:

- Police Operations Center (POC)
- City-County Building (CCB)
- Fiber Electronics, or Multiplexors for CCB, POC, and Lafayette Complex
- Cable Management System

Automatic Call Distribution System
PCs and Software-26
External Fiber Optic Cable
Telephone Instruments and Consoles
Fiber Backbone-CCB and POC
Orbitel Call Accounting System
Digital Ports
Centigram Voice Mail
Video Conference Center

WHEREAS, the City cannot provide the necessary funds to pay the costs of such equipment to meet the need; and

WHEREAS, it is deemed desirable to proceed with all steps looking toward the acquisition and installation of said system pursuant to a Lease between Fort Wayne Communications Leasing Corp., a to be formed corporation, as lessor (the "Corporation") and the City of Fort Wayne,

as lessee, and the leasing of such system pursuant thereto; and

WHEREAS, specifications for said system and cost estimates have been prepared; and

WHEREAS, specifications for said system and cost estimates have been prepared; and

WHEREAS, it now appears to this Common Council that such leasing will provide necessary telecommunications equipment for the City and the proposed Lease submitted to this Common Council provides for a fair and reasonable rental.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. Said petition is hereby accepted and approved.

SECTION 2. Need exists for the acquisition and installation of such equipment and such equipment cannot be provided from any funds available to the City, and this Common Council shall proceed to take such steps as may be necessary to secure the acquisition and installation of such equipment as provided by Indiana Code 36-1-10.

SECTION 3. The terms and conditions of the proposed form of Lease are approved and agreed to as the basis for a hearing as required by law, and such hearing shall be held by this Common Council upon the necessity of the execution of such Lease and whether the rental provided for therein is a fair and reasonable rental for said equipment prior to the final determination of such questions so that this Common Council may determine whether to execute such Lease as now written or as modified hereafter by agreement of the parties prior to execution, and said hearing is hereby called to be held at 5:30 P.M. on April 26, 1994, at the same place as this meeting.

SECTION 4. The organization of the Corporation under Indiana law for the purpose of acquiring, installing and leasing such equipment to the City is ratified and approved, and the officials of the City are authorized and directed to enter into negotiations with the Corporation for the lease of such equipment to be acquired and installed by the Corporation and financed with proceeds from the issuance and sale of bonds of the Corporation.

SECTION 5. The appropriate officers of the City are authorized and directed to give notice as required by law to the taxpayers of the City of such public hearing, such notice to be given at least ten (10) days prior to the hearing as required by law.

Cletus R Edmonds
Council Member

APPROVED AS TO FORM
AND LEGALITY

/s/ Timothy McCaulay
J. TIMOTHY MCCAULAY, CITY ATTORNEY

Read the first time in full and on motion by Edmonds, seconded by ~~by~~ _____, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan ~~Commission for~~ recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on Tuesday, the 12th, day of April, 1994, at 5:30 o'clock P. M., E.S.T.

DATED: 3-22-94

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Edmonds, seconded by ~~by~~ _____, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	9			
BRADBURY	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG	✓			
LUNSEY	✓			
RAVINE	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 4-12-94.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) ~~(APPROPRIATION)~~ ~~(GENERAL)~~ (SPECIAL) ~~(ZONING)~~ ORDINANCE ~~RESOLUTION~~ NO. R-15-94.

on the 12th day of April, 1994

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Don J. Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of April, 1994, at the hour of 10:30 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 14th day of April, 1994, at the hour of 3:15 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

BILL NO. S-94-03-27

SPECIAL ORDINANCE NO. _____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, APPROVING THE LEASING OF PUBLIC SAFETY COMMUNICATIONS EQUIPMENT, CALLING A PUBLIC HEARING WITH RESPECT THERETO, AND TAKING OTHER ACTION REGARDING THE PROPOSED LEASE.

WHEREAS, a petition in counterparts has been filed by more than fifty taxpaying citizens of the City of Fort Wayne, Indiana, with the Common Council of the City requesting the City to enter into a lease for a telecommunications system to serve residents of the City; and

WHEREAS, such petition has been carefully considered and investigations have been conducted by this Common Council and this Council has found said petition to be in due form and to comply with the requirements of Indiana Code 36-1-10; and

WHEREAS, a need exists for such telecommunications system, described as follows:

<u>INTERNAL WIRING:</u>
- Police Operations Center (POC)
- City-County Building (CCB)
- Fiber Electronics, or Multiplexors for CCB, POC, and Lafayette Complex
- Cable Management System

Automatic Call Distribution System
PCs and Software-26
External Fiber Optic Cable
Telephone Instruments and Consoles
Fiber Backbone-CCB and POC
Orbitel Call Accounting System
Digital Ports
Centigram Voice Mail
Video Conference Center

WHEREAS, the City cannot provide the necessary funds to pay the costs of such equipment to meet the need; and

WHEREAS, it is deemed desirable to proceed with all steps looking toward the acquisition and installation of said system pursuant to a Lease between Fort Wayne Communications Leasing Corp., a to be formed corporation, as lessor (the "Corporation") and the City of Fort Wayne,

as lessee, and the leasing of such system pursuant thereto; and

WHEREAS, specifications for said system and cost estimates have been prepared; and

WHEREAS, specifications for said system and cost estimates have been prepared; and

WHEREAS, it now appears to this Common Council that such leasing will provide necessary telecommunications equipment for the City and the proposed Lease submitted to this Common Council provides for a fair and reasonable rental.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. Said petition is hereby accepted and approved.

SECTION 2. Need exists for the acquisition and installation of such equipment and such equipment cannot be provided from any funds available to the City, and this Common Council shall proceed to take such steps as may be necessary to secure the acquisition and installation of such equipment as provided by Indiana Code 36-1-10.

SECTION 3. The terms and conditions of the proposed form of Lease are approved and agreed to as the basis for a hearing as required by law, and such hearing shall be held by this Common Council upon the necessity of the execution of such Lease and whether the rental provided for therein is a fair and reasonable rental for said equipment prior to the final determination of such questions so that this Common Council may determine whether to execute such Lease as now written or as modified hereafter by agreement of the parties prior to execution, and said hearing is hereby called to be held at _____ P.M. on April 12, 1994, at the same place as this meeting.

SECTION 4. The organization of the Corporation under Indiana law for the purpose of acquiring, installing and leasing such equipment to the City is ratified and approved, and the officials of the City are authorized and directed to enter into negotiations with the Corporation for the lease of such equipment to be acquired and installed by the Corporation and financed with proceeds from the issuance and sale of bonds of the Corporation.

SECTION 5. The appropriate officers of the City are authorized and directed to give notice as required by law to the taxpayers of the City of such public hearing, such notice to be given at least ten (10) days prior to the hearing as required by law.

Cletus R Edmonds
Council Member

APPROVED AS TO FORM
AND LEGALITY

J Timothy McCaulay
J. TIMOTHY MCCAULAY, CITY ATTORNEY

LEASE

by and between

FORT WAYNE COMMUNICATIONS LEASING CORP.

and

CITY OF FORT WAYNE, INDIANA

Dated as of _____, 1994

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LEASE

THIS LEASE ("*Lease*"), entered into as of this _____ day of _____, 1994, by and between the Fort Wayne Communications Leasing Corp., an Indiana corporation ("*Lessor*"), and the City of Fort Wayne, Indiana, a municipal corporation existing under the laws of the State of Indiana ("*Lessee*");

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. EQUIPMENT, TERM AND WARRANTY.

(a) Lessor does hereby lease, demise and let to Lessee certain equipment and personal property located at various locations in Fort Wayne, Indiana, described in Exhibit A attached hereto and made a part hereof, which consists of a "system" as defined in Indiana Code Section 36-1-10-2 to be acquired and installed thereon by Lessor, together with all replacements thereof (such equipment, personal property and replacements thereof, collectively, the "*Equipment*"), to have and to hold the same, with all rights and privileges thereunto belonging, for a term of seven and one-half (7-1/2) years, beginning on the date the acquisition of the Equipment, or a discrete, functional part thereof, is complete and such Equipment is ready for use, and ending on the day prior to such date seven and one-half (7-1/2) years thereafter. THE LESSEE ACCEPTS THE EQUIPMENT FROM LESSOR AS IS.

(b) Notwithstanding the foregoing, the term of this Lease will terminate at the earlier of (x) the exercise by the Lessee of the option to purchase the Equipment and the payment of the option price, or (y) the payment or defeasance of all bonds issued (i) to finance the cost of the Equipment, (ii) to refund such bonds, (iii) to refund such refunding bonds, or (iv) to improve the Equipment.

(c) The date the acquisition of the Equipment, or a discrete, functional part thereof, is complete and such Equipment is ready for use shall be endorsed on this Lease at the end hereof in the form of Exhibit D attached hereto by the parties hereto as soon as the same can be done after such date. An opinion or report of an independent expert that the acquisition of the Equipment, or a discrete, functional part thereof, is complete and such Equipment is ready for use is conclusive and binding on the parties.

(d) Lessor hereby represents that it is possessed of, or will acquire, good title to the Equipment, and Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of Lessee or its assigns.

2. RENTAL PAYMENTS.

(a) Lessee agrees to pay rental for the Equipment at the rate during the term of this Lease specified on the Rental Schedule attached hereto as Exhibit B. The first rental installment shall be due on the day that the acquisition of the Equipment, or a discrete, functional part thereof, is complete and such Equipment is ready for use, or January 12, 1995, whichever is later, in an amount which provides for rental at the rate so specified from such date until the first July 12 or January 12 following such date. Thereafter, such rental shall be payable in advance in semi-annual installments on January 12 and July 12 of each year. The last semi-annual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Lease. All rentals payable under the terms of this Lease shall be paid by Lessee to the trustee (the "*Trustee*") under the trust indenture (the "*Indenture*") securing the bonds (the "*Bonds*") to be issued by Lessor to provide funds for the Equipment. All payments so made by Lessee shall be considered as payments to Lessor of the rentals payable hereunder.

(b) After the sale of the Bonds, the annual rental shall be reduced to an amount equal to the multiple of One Thousand and no/100 Dollars ($1,000.00) next higher to the sum of principal and interest due in each twelve (12) month period commencing each year on January 12 payable in semi-annual installments. Such amount of adjusted rental shall be endorsed on this Lease at the end hereof in the form of Exhibit C attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds.

3. ADDITIONAL RENTAL PAYMENTS. Lessee shall pay as further rental for the Equipment all taxes and assessments levied against or on account of the Equipment or the receipt of lease rental payments hereunder. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to Lessor by Lessee at least three (3) days before the last day upon which the same must be paid to avoid delinquency. In case Lessee shall in good faith desire to contest the validity of any such tax or assessment, and shall so notify Lessor, and shall furnish bond with surety to the approval of Lessor for the payment of the charges so desired to be contested and all damages or loss resulting to Lessor from the non-payment thereof when due, Lessee shall not be obligated to pay the same until such contests shall have been determined. The Lessee shall pay as further rental the amount calculated by or for the Trustee as the amount required to be paid to the United States Treasury, after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "*Code*").

4. DAMAGE TO EQUIPMENT; ABATEMENT OF RENT. In the event the Equipment is partially or totally destroyed, whether by fire or any other casualty, so as to render the same unfit, in whole or part, for use by Lessee, (x) it shall then be the obligation of Lessor to restore or replace the Equipment as promptly as may be done, unavoidable causes beyond the control of Lessor excepted; provided, however, that Lessor shall not be obligated to expend on such restoration or replacement more than the amount of the proceeds received by Lessor from the insurance provided for in Section 6 hereof, and provided further, Lessor shall not be required to restore or replace the Equipment if Lessee instructs Lessor not to undertake such work because Lessee anticipates that the cost of such work exceeds the amount of insurance proceeds and other amounts available for such purpose, and the rent shall be abated for the period during which the

Equipment or any part thereof is unfit for use by Lessee, in proportion to the percentage of the Equipment which is unfit for use by Lessee.

5. OPERATION, MAINTENANCE AND REPAIR; ALTERATIONS; PERSONAL PROPERTY. Lessee shall operate, maintain and repair the Equipment during the term of this Lease in good repair, working order and condition at its expense. Lessee shall use and maintain the Equipment in accordance with the laws and ordinances of the United States of America, the State of Indiana and all other proper governmental authorities. Lessee shall have the right, without the consent of Lessor, to make all alterations, modifications and additions and to do all improvements it deems necessary or desirable to the Equipment which do not reduce the rental value thereof. At the end of the term of this Lease, Lessee shall deliver the Equipment to Lessor in as good condition as at the beginning of the term of this Lease, reasonable wear and tear excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by Lessee. Lessee need not replace such personal property, but may replace such property at its own expense, which replacement property shall belong to Lessee. The proceeds of the sale of any personal property covered by this Lease shall be paid to the Trustee. Lessee may trade in any obsolete or worn out personal property or replacement property which will belong to Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property. The Equipment shall at all times remain personal property, regardless of whether the Equipment is affixed to realty.

6. INSURANCE. Lessee, at its own expense, shall, during the term of this Lease, keep the Equipment insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of personal property or equipment of a similar type, with good and responsible insurance companies approved by Lessor. Such insurance shall be in an amount at least equal to the greater of (i) the option to purchase price as set forth in Section 9 hereof, and (ii) one hundred five percent (105%) of the full replacement cost of the Equipment as certified by someone with experience appraising personal property the same as or similar to the Equipment, selected by Lessor, on the effective date of this Lease and on or before the first day of April of each year thereafter, provided, such certification shall not be required so long as the amount of such insurance shall be at least equal to the amount specified in (i) above. Such policy shall be for the benefit of all persons having an insurable interest in the Equipment, and shall be made payable to Lessor or to such other person or persons as Lessor may designate. Such policy shall be countersigned by an agent of the insurer who is a resident of the State of Indiana, and such policy, together with a certificate of the insurance commissioner of the State of Indiana certifying that the persons countersigning such policy is duly qualified in the State of Indiana as resident agents of the insurers on whose behalf they may have signed, and the certificate of the engineer hereinbefore referred to, shall be deposited with Lessor. If, at any time, Lessee fails to maintain insurance in accordance with this Section 6, such insurance may be obtained by Lessor and the amount paid therefor shall be added to the amount of rental payable by Lessee under this Lease; provided, however, that Lessor shall be under no obligation to obtain such insurance and any action or non-action of Lessor in this regard shall not relieve Lessee of any consequence of its default in failing to obtain such insurance. Subject to the general requirements for insurance policies set forth above, Lessee shall also at its own expense, but only if the same is available and may be purchased at a reasonable price as determined by Lessee, purchase rent or rental value insurance in an amount equal to the full rental value of the

Equipment for a period of one (1) year against physical loss or damage of the type insured against as described above.

7. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Lease or sublet the Equipment without the written consent of Lessor. Lessor shall not assign this Lease without the written consent of Lessee, except to the extent provided in the Indenture.

8. TAX COVENANT. Notwithstanding any other provision of this Lease to the contrary, Lessee shall not take any action or fail to take any action with respect to its use of the Equipment that would result in loss of the exclusion from gross income of interest paid on the Bonds under the Code, which Bonds, when initially issued and sold, were the subject of an opinion of bond counsel to the effect that interest thereon was excludable from gross income under the Code. Any agreement entered into by Lessee with respect to the Equipment that would result in a loss of the exclusion from gross income of interest paid on such Bonds under the Code shall be of no force or effect and shall not convey any rights or impose any obligation in respect to it, at law or in equity.

9. OPTION TO PURCHASE.

(a) Lessor hereby grants to Lessee the right and option, on any date prior to the expiration of this Lease, upon written notice to Lessor, to purchase the Equipment at a price equal to the amount required to enable Lessor to liquidate by paying all indebtedness, including the Bonds, with accrued and unpaid interest to the date on which such indebtedness will be redeemed and all premiums payable on the redemption thereof, by redeeming and retiring all memberships, if any, at stated value, and by paying the expenses and charges of liquidation and the cost of transferring the Equipment.

(b) Upon request of Lessee, Lessor shall furnish an itemized statement setting forth the amounts required to be paid by Lessee on the next rental payment date in order to purchase the Equipment in accordance with Section 9(a) hereof.

(c) If Lessee exercises its option to purchase, it shall pay to the Trustee that portion of the purchase price which is required to pay the Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest. Such payment shall not be made until the Trustee gives to Lessee a written statement that such amount will be sufficient to retire the Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest.

(d) The remainder of such purchase price shall be paid by Lessee to Lessor. Nothing herein contained shall be construed to provide that Lessee shall be under any obligation to purchase the Equipment, or under any obligation in respect to any creditors, shareholders or other security holders of Lessor.

(e) Upon the exercise of the option to purchase granted herein, Lessor will upon such payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to

said property was subject when conveyed to Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease. In the event of purchase of the Equipment by the Lessee or conveyance of the same to the Lessee, the Lessee shall procure and pay for all required costs of transfer, and shall furnish at the Lessee's expense all tax payments required for the transfer of title.

10. OPTION TO RENEW. Lessor hereby grants to Lessee the right and option to renew this Lease for a further like, or lesser, term, upon the same or like conditions as herein contained, and Lessee may exercise this option by written notice to Lessor given prior to the expiration of this Lease.

11. TRANSFER TO LESSEE. In the event Lessee has not exercised its option to purchase the Equipment in accordance with Section 9 hereof and has not exercised its option to renew this Lease in accordance with Section 10 hereof, then, upon expiration of this Lease and upon full performance by Lessee of its obligations under this Lease, the Equipment shall become the absolute property of Lessee, and, upon Lessee's request, Lessor shall execute proper instruments conveying to Lessee all of Lessor's title thereto.

12. DEFAULTS.

(a) If Lessee shall default in the (i) payment of any rentals or other sums payable to Lessor hereunder, or (ii) observance of any other covenant, agreement or condition hereof and such default shall continue for ninety (90) days after written notice to correct the same, then, in any of such events, Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy, or may authorize or delegate the authority to file a suit or make appropriate claims, or Lessor, at its option, without further notice, may terminate the estate and interest of Lessee hereunder, and it shall be lawful for Lessor forthwith to resume possession of the Equipment and Lessee covenants to surrender the same forthwith upon demand.

(b) The exercise by Lessor of the above right to terminate this Lease shall not release Lessee from the performance of any obligation hereof maturing prior to Lessor's actual entry into possession. No waiver by Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

13. NOTICES. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party, at its last known address.

14. SUCCESSORS OR ASSIGNS. All covenants in this Lease, whether by Lessor or Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

15. SEVERABILITY. In the case any section or provision of this Lease, or any covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, or any application thereof, is for any reason held to be illegal or invalid, or is at any time inoperable, that illegality or invalidity or inoperability shall not affect the remainder hereof or any other section or provision of this Lease or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, which shall be construed and enforced as if that illegal or invalid or inoperable portion were not contained herein.

16. TABLE OF CONTENTS; CAPTIONS. The table of contents appended to this Lease and the captions included throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

17. CONSTRUCTION OF COVENANTS. Lessor was organized for the purpose of acquiring and installing the Equipment and leasing the same to Lessee under the provisions of Indiana Code 36-1-10. All provisions herein contained shall be construed in accordance with the provisions of said statutes, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and provisions of said statutes, the provisions of said statutes shall be deemed to be controlling and binding upon Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf as of the day and year first hereinabove written.

LESSEE

CITY OF FORT WAYNE, INDIANA,

By: _____
Paul Helmke, Mayor

ATTEST:

_____
Sandra E. Kennedy, Clerk

LESSOR

FORT WAYNE COMMUNICATIONS
LEASING CORP.

By: _____
_____, President

ATTEST:

_____

_____, Secretary

EXHIBIT A
TO LEASE BETWEEN
FORT WAYNE COMMUNICATIONS LEASING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

DESCRIPTION

TELECOMMUNICATIONS EQUIPMENT

KLF:

Internal Wiring:
Police Operations Center (POC)
City-County Building (CCB)
Fiber Electronics, or Multiplexors for CCB, POC, and Lafayette Complex
Cable Management System

GTE:

Automatic Call Distribution System
PCs and Software-26
External Fiber Optic Cable
Telephone Instruments and Consoles
Fiber Backbone-CCB and POC
Orbitel Call Accounting System
Digital Ports

UNITED TELECOMMUNICATIONS:

Centigram Voice Mail
Video Conference Center

EXHIBIT B
TO LEASE BETWEEN
FORT WAYNE COMMUNICATIONS LEASING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

LEASE RENTAL SCHEDULE

Date	Amount
January 12, 1995 (or other date on which first rental payment is due pursuant to Section 2 of the Lease)	$ 193,000
each rental payment thereafter to and including July 12, 2001 (13 payments)	139,000
TOTAL	$ 2,000,000

EXHIBIT C
TO LEASE BETWEEN
FORT WAYNE COMMUNICATIONS LEASING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

ADDENDUM TO LEASE
FORT WAYNE COMMUNICATIONS LEASING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

THIS ADDENDUM ("*Addendum*"), entered into as of this _____ day of _____, 1994, between the Fort Wayne Communications Leasing Corp., an Indiana municipal corporation ("*Lessor*"), and the City of Fort Wayne, Indiana, a municipal corporation existing under the laws of the State of Indiana ("*Lessee*");

WITNESSETH:

WHEREAS, Lessor entered into a lease with Lessee dated as of _____, 1994 (the "*Lease*"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the adjusted rental is set forth on Appendix I attached hereto.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSEE

CITY OF FORT WAYNE, INDIANA,

By: _____
Paul Helmke, Mayor

ATTEST:

_____
Sandra E. Kennedy, Clerk

LESSOR

FORT WAYNE COMMUNICATIONS
LEASING CORP.

By: _____
_____, President

ATTEST:

_____
_____, Secretary

ADDENDUM TO LEASE
FORT WAYNE COMMUNICATIONS LEASING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA , LESSEE

THIS ADDENDUM ("*Addendum*"), entered into as of this _____ day of _____, 199__, between the Fort Wayne Communications Leasing Corp., an Indiana corporation ("*Lessor*"), and the City of Fort Wayne, Indiana, a municipal corporation existing under the laws of the State of Indiana ("*Lessee*");

WITNESSETH:

WHEREAS, Lessor entered into a lease with Lessee dated as of _____, 1994 (the "*Lease*"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the date the acquisition of the Equipment, as defined therein, or a discrete, functional part thereof, is complete and such Equipment is ready for use.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date the Equipment is complete and ready for use is _____, 199__.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSEE

CITY OF FORT WAYNE, INDIANA,

By: _____
Paul Helmke, Mayor

ATTEST:

_____
Sandra E. Kennedy, Clerk

LESSOR

FORT WAYNE COMMUNICATIONS
LEASING CORP.

By: _____
_____,President

ATTEST:

_____
_____, Secretary

MCK 41499

Appendix I to Addendum to Lease

Rental Schedule

Payment Date	Amount

EXHIBIT D
TO LEASE BETWEEN
FORT WAYNE COMMUNICATIONS LEASING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA, LESSEE

ADDENDUM TO LEASE
FORT WAYNE COMMUNICATIONS LEASING CORP., LESSOR,
AND CITY OF FORT WAYNE, INDIANA , LESSEE

THIS ADDENDUM ("*Addendum*"), entered into as of this _____ day of _____, 199__, between the Fort Wayne Communications Leasing Corp., an Indiana corporation ("*Lessor*"), and the City of Fort Wayne, Indiana, a municipal corporation existing under the laws of the State of Indiana ("*Lessee*");

WITNESSETH:

WHEREAS, Lessor entered into a lease with Lessee dated as of _____, 1994 (the "*Lease*"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the date the acquisition of the Equipment, as defined therein, or a discrete, functional part thereof, is complete and such Equipment is ready for use.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date the Equipment is complete and ready for use is _____, 199__.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSEE

CITY OF FORT WAYNE, INDIANA,

By: _____
Paul Helmke, Mayor

ATTEST:

_____
Sandra E. Kennedy, Clerk

LESSOR

FORT WAYNE COMMUNICATIONS
LEASING CORP.

By: _____
_____,President

ATTEST:

_____
_____, Secretary

MCK 41499

The City of Fort Wayne

Paul Helmke, Mayor

DIVISION OF FINANCE AND ADMINISTRATION
CITY COUNCIL COVER LETTER

To: City Council Members
From: Douglas M. Lehman, City Controller
Date: March 22, 1994
Subject: Introduction of Telecommunications System Lease Financing

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Subsequent to your approval of the KLF internal wiring and GTE network services contracts on March 8, and concurrent with the introduction of the ancillary equipment contracts for GTE and United Telecommunications tonight, this item is a seven year telecommunications lease for $1,615,000 to finance the acquisition of the equipment for the new telecommunications system. The financing is being done through Summers & Company in Fort Wayne. The interest rate anticipated is 5.75%. The anticipated issuance costs are approximately $30,000. We expect proceeds from the issuance of the lease by mid-June, subsequent to all of the approvals from the State Board of Tax Commissioners.

We ask that you approve the ordinance and authorize the Mayor to execute the contract on behalf of the City, pending signing of the ordinance by the Mayor. Thank you.

D-94-03-27
(as amended).

BICENTENNIAL FORT WAYNE 1794 — 1994

DIGEST SHEET

TITLE OF ORDINANCE SPECIAL ORDINANCE

DEPARTMENT REQUESTING ORDINANCE CONTROLLER

SYNOPSIS OF ORDINANCE APPROVING LEASE FOR ACQUISITION AND INSTALLATION OF A PUBLIC SAFETY COMMUNICATION SYSTEM

EFFECT OF PASSAGE COMMUNICATION SYSTEM LEASE APPROVED.

EFFECT OF NON-PASSAGE COMMUNICATION SYSTEM LEASE NOT APPROVED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $1,615,000/7 YR. LEASE/5.75% INTEREST RATE.

ASSIGNED TO COMMITTEE (PRESIDENT)

BILL NO. S-94-03-27 (as amended)

REPORT OF THE COMMITTEE ON
FINANCE
CLETUS R. EDMONDS - DONALD J. SCHMIDT - CO-CHAIR
ARCHIE L. LUNSEY
DAVID C. LONG

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) OF THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, APPROVING THE LEASING OF PUBLIC SAFETY COMMUNICATIONS EQUIPMENT, CALLING A PUBLIC HEARING WITH RESPECT THERETO, AND TAKING OTHER ACTION REGARDING THE PROPOSED LEASE

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (RESOLUTION)

DO PASS	DO NOT PASS	ABSTAIN	NO REC

Cletus R Edmonds

DATED: 4-12-94.

Sandra E. Kennedy
City Clerk